EMPLOYMENT CONTRACT

- 1. Client agrees to pay Attorneys as a fee for their services a sum equal to 7h, 20 percent (30%) of the net recovery obtained after deduction of expenses. The term "Net Recovery" shall mean the total recovery (inclusive of interest and liquidated damages) less expenses, including any court costs, investigation costs, discovery costs, witness fees or other expenses advanced by Attorneys incidental to the prosecution and/or settlement of the case.
- 2. Expenses necessarily incurred by said Attorneys in the investigation, preparation and trial of this claim (court costs, photocopying, witnesses, depositions, court reports, etc.) will be deducted from the total recovery before calculation of the contingency fee and Attorneys will be reimbursed in full for such expenses.
- 3. I understand that any subrogation claims and /or liens including, but not limited to, the liens of a hospital, pharmacy, doctor, chiropractor, dentist, convalescent home, psychiatrist, psychologist, podiatrist, wrecker service, ambulance service, insurance company, nursing service, and/or employer shall be payable out of my portion of any recovery, whether by settlement or judgment, and shall not be paid out of the total amount of the settlement or judgment, or out of the portion of the recovery payable to my attorneys.
- 4. If, after investigation, the Client's claim(s) do not appear to have merit, Attorneys shall have the right and the duty to terminate this agreement. At the discretion of Attorneys, they may withdraw at any time from the case if investigation discloses that there is no liability, assets or insurance coverage on the part of Defendant(s), and that such withdrawal will not prejudice Client and Attorneys may withdraw if Client initiates a proceeding in bankruptcy. In addition, Attorneys may withdraw as counsel for Client and terminate this agreement for any reason which would authorize withdrawal under applicable provisions of Alabama Code of Professional Responsibility.
- 5. In the event this matter is brought to trial, and the Client does not prevail on this matter, the Client will owe said Attorneys nothing for their services rendered in this action.
- 6. It is further understood that no voluntary dismissal or settlement of the daim(s) will be made without the consent of the Client. However, if the Client can no longer be reached via all telephone numbers and addresses Client has provided to Attorneys, Client hereby authorizes Attorneys, in Attorney's discretion, to settle the daim(s).

- 7. I understand and agree that any settlement or compromise of this said matter shall be made by and through my attorneys only and not otherwise. I specifically understand and agree that I will not make direct contact with any other person(s), attorneys or representatives in this matter, except through my own attorneys, relative to any discussion as concerns the matter for which said attorneys are hereby being engaged.
- 8. In the event of a structured settlement, the entire fee and expenses of Attorneys shall be paid at the time of settlement and shall, in such event, be based upon the present cash value of the entire settlement at the time of settlement. At the option of Attorneys, the payments may be paid over a fixed period of time to be set by Attorneys, to be based upon the actual cost of the negotiated structured settlement and the percentage of Attorney's fees enumerated above.
- 9. Client authorizes Attorneys to endorse and deposit into Attorney's Trust account any checks received by Attorneys to settle Client's claim or to satisfy a judgment upon Client's claim.
- 10. I understand that should I decide to cancel this contract at any time, said notice must be given in writing and delivered to the offices of McNamee & Miller, setting forth the specific date of said termination of employment.
- and that no promise or representation has been made by Attorneys as to the outcome of the claim(s) or litigation, or as to what sum of money, if any, Client may be entitled to recover in this case. Client further acknowledges that Attorneys have advised Client that the Attorneys are not in a position to offer tax advice and that Attorneys makes no representation regarding the tax treatment of any payments Client may receive. Client understands that Attorneys have not been retained to provide any opinion or advice on tax issues. Client understands that the tax treatment of any payment he/she may receive must be determined by his/her accountant or tax counsel and, of course, by the IRS.

Dated this the	5+4	day of <u>Nouler</u> , <u>2009</u> .
		alisar Jay
		Client's Signature
		Alison Jay
		Client's Printed Name
		ADDRESS:
		2 Cheves Creek Rd.
		N. Augusta, SC 29860
		TELEPHONE NUMBER(S):
		(803) 334-8442
		DATE OF BIRTH:
		1/25/810
		SOCIAL SECURITY NUMBER:
		251-79-3758